

Pay: Allowance

March 18, 1954

Memorandum For: Administrative Officer, Medical Office

Subject : Dual Compensation

1. This will acknowledge receipt of your memorandum of 26 February 1954 requesting our opinion whether physicians employed by the Medical Office on a contract basis should be required to sign a certificate in connection with time and attendance reports which states:

"I certify that for the days covered by this report, during which I was employed, I have not received nor will I claim compensation from any other Government Agency."

Your memorandum reports that the physicians in question may, during the tenure of their yearly contracts with CIA, also be concurrently employed on a WAB basis by the Veterans' Administration or some other Government Agency.

2. At our request the Office of Personnel has furnished us with the files of the individuals you indicated were principally concerned [redacted] The contract in both instances is a "Personal Service Contract" (Form no. 37-53) calling for services in one case as an intermittent expert and in the other as an intermittent consultant. Both contracts provide for a stated compensation "per day of service."

STATINTL

3. In 1951 this office was requested by [redacted] for our opinion of the dual compensation laws as they then applied in his case. At that time he informed us that he would be retained by the Veterans' Administration on a fee basis for three "one-half" days per week at the same time he was employed by CIA on an identical

basis for two "one-half" days per week. We gave our opinion that he might accept payment from both CIA and the Veterans' Administration without violating the dual compensation laws.

4. At the risk of belaboring a point with which you are undoubtedly familiar we would like to amplify the basis for our 1951 decision. As you indicate by the citations in your memorandum, opinions of the Comptroller General have established that doctors or other part-time or intermittent employees may provide services for different Government agencies, provided that, if paid on a per-diem basis, they do not receive compensation from two agencies for work performed during the same period. Our 1951 decision is predicated upon our information that [] governmental employment contracts were uniformly on a "one-half" day basis and that it would be unlikely if not impossible for him to work for two different agencies during the same half day.

STATINTL

STATINTL

5. We emphasize this point because the personal service contract entered into in 1950 with [] and which is the basis of his present relationship with the Agency calls for compensation at a stated rate "per day of service." On the basis of the contract [] would be precluded under the dual compensation act from working for any other Government Agency on any day during which he worked for CIA. The same considerations would apply in [] case since his contract also provides for compensation on a "per day of service" basis. We recommend, therefore, that both contracts be amended to indicate clearly the "one-half" day term of employment if this is in fact the case.

STATINTL

STATINTL

6. Providing that the personnel records clearly indicate that these doctors are employed on a "one-half" day basis and providing the doctors concerned do not work on a per diem basis for any other Government Agency during those "one-half" days they are employed by CIA, this office would have no legal objection to the approval of a request that an exception to Agency Regulation [] be granted in these cases. Such an exception may be granted by the Deputy Director (Administration) since he was the issuing authority for the regulation. If the exception is granted we would recommend that [] and [] sign a certificate substantially as follows:

STATINTL

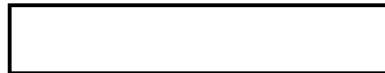
25X1

STATINTL

"I certify that for the time covered by this report, during which I was employed by the Central Intelligence Agency, I have not received nor will I claim compensation from any other Government Agency."

7. The personnel files of the individuals concerned have been returned to the Office of Personnel.

STATINTEL



Office of General Counsel

OGC/TMF:cdg

Distribution:

cc: Orig & 1 - addressee

1 - legal

1 - vital

1 - subject ✓

1 - signer

1 - chrono